

NEW APPLICATION

ORIGINAL

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Qwest.

ARIZONA CORPORATION COMMISSION
DOCKET CONTROL

February 22, 2010

Docket Control
Arizona Corporation Commission
1200 West Washington
Phoenix, Arizona 85007

T-01051B-10-0064
T-03632A-10-0064

Re: Collocation Miscellaneous Labor Charges Amendment to
the Interconnection Agreement between Qwest Corporation
and DIECA Communications, Inc. dba Covad
Communications Company for the State of Arizona

Dear Madam or Sir:

Accompanying this transmittal is an Amendment to the Interconnection Agreement between Qwest Corporation ("Qwest") and DIECA Communications, Inc. dba Covad Communications Company ("CLEC"). Qwest files this Amendment for approval under 47 U.S.C. §252(e) and A.A.C. R14-2-1508.

The Agreement is amended by adding Collocation Miscellaneous Labor Charges language and rates, as set forth in Attachment 1 and Exhibit A, into the Interconnection Agreement. The Agreement was approved by the Commission on September 30, 2006, Docket Nos. T-03632A-04-0425 and T-01051B-04-0425.

Please contact me at (602) 630-2187 if you have any questions concerning the enclosed. Thank you for your assistance in this matter.

Arizona Corporation Commission
DOCKETED

FEB 22, 2010

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Sincerely,

Norman G. Curtright

Norman G. Curtright

Enclosure

Docket Control, Arizona Corporation Commission
February 22, 2010
Page 2

cc: Katherine K. Mudge
Director, State Affairs & ILEC Relations
Covad Communications Company
7000 N. Mopac Expressway, Second Floor
Austin, TX 78731

Liz Balvin
GEA-ILEC External Affairs
Covad Communications
7901 Lowry Boulevard
Denver, CO 80230

**Collocation Miscellaneous Labor Charges Amendment
to the Interconnection Agreement between
Qwest Corporation
and
DIECA Communications, Inc. dba Covad Communications Company
for the State of Arizona**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and DIECA Communications, Inc. dba Covad Communications Company ("CLEC"), a Virginia corporation. Qwest and CLEC shall be known jointly as the "Parties".

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement, for service in the State of Arizona, that was approved by the Commission ("Agreement"); and

WHEREAS, the Parties agree to amend the Agreement under the terms and conditions contained herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Amendment Terms

The Agreement is hereby amended by adding Collocation Miscellaneous Labor Charges language and rates, as set forth in Attachment 1 and Exhibit A, attached hereto and incorporated herein.

Effective Date

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, CLEC must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met. Additionally, Qwest shall implement any necessary billing changes within two (2) billing cycles after the latest execution date of this Amendment, with a true-up back to the latest execution date of this Amendment by the end of the second billing cycle. The Parties agree that so long as Qwest implements the billing changes and the true-up as set forth above, CLEC's bills shall be deemed accurate and adjusted without error.

Further Amendments

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions

of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Entire Agreement

The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Agreement as amended.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

**DIECA Communications, Inc. dba
Covad Communications Company**



Signature

Douglas A. Carlen

Name Printed/Typed

SVP & General Counsel

Title

2/4/10

Date

Qwest Corporation



Signature

L. T. Christensen

Name Printed/Typed

Director - Wholesale Contracts

Title

2/15/10

Date

ATTACHMENT 1
Miscellaneous Labor Charges – All Collocation

The following language will be added to the Agreement.

8.3.1 Rate Elements - All Collocation

8.3.1.22 Maintenance Labor. Provides for the labor necessary for repair of out of service and/or service-affecting conditions and preventative maintenance of CLEC collocated equipment. CLEC is responsible for ordering maintenance spares. Qwest will perform maintenance and/or repair work upon receipt of the replacement maintenance spare and/or equipment from CLEC. A call-out of a maintenance technician after business hours is subject to a minimum charge of three (3) hours.

8.3.1.23 Engineering Labor. Provides the planning and engineering of CLEC collocated equipment at the time of installation, change or removal.

8.3.1.24 Installation Labor. Provides for the installation, change or removal of CLEC collocated equipment.

Amendment				Notes			
				Recurring	Recurring Per Mhz	Non- Recurring	Notes
8.0 Collocation							
8.1 All Collocation							
	8.1.21	Miscellaneous Charges					
		8.1.21.1	Maintenance Labor, per Half Hour (rates in 8.2.2)				
		8.1.21.1.1	Regular Hours Rate			\$27.60	15
		8.1.21.1.2	After Hours Rate			\$36.93	15
		8.1.21.2	Engineering Labor, per Half Hour (see rates in 8.2.5)				
		8.1.21.2.1	Regular Hours Rate			\$29.78	15
		8.1.21.2.2	After Hours Rate			\$38.44	15
		8.1.21.3	Installation Labor, per Half Hour (see rates in 8.2.6)				
		8.1.21.3.1	Regular Hours Rate			\$31.47	15
		8.1.21.3.2	After Hours Rate			\$40.52	15
NOTES:							
15	Rate was previously ordered for this element in a different section of Exhibit A.						